

**EXHIBIT 2**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

**ROWENA WAGNER**

**Plaintiff**

**vs.**

**CRAWFORD CENTRAL SCHOOL DISTRICT  
CRAWFORD CENTRAL SCHOOL BOARD**

**Defendants,**

**MICHAEL E. DOLECKI, SUPERINTENDENT,**

**Defendant,**

**CHARLES E. HELLER, III,  
ASSISTANT SUPERINTENDENT**

**Defendant,**

**No. 04-264Erie**

**Consent Decree**

The Plaintiff, Rowena Wagner, filed with this Court a Complaint on September 15, 2004, an Amended Complaint on October 8, 2004, and a proposed Second Amended Complaint in November 2005. In the proposed Second Amended Complaint, which the named Defendants chose not to respond to or challenge, Plaintiff alleged that Crawford Central School District, Crawford Central School Board, Michael Dolecki, Superintendent, and Charles E. Heller, Assistant Superintendent violated Title VII of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1991 by discriminating against Plaintiff on the basis of race and national origin. Additional allegations were lodged against the Defendants on the basis of violations of sections 1981 and 1983 of the Civil Rights Acts of 1866, as amended, and the Pennsylvania Human Relations Act.

The named Defendants deny any wrongdoing or liability to the Plaintiff.

The parties agree to fully resolve this matter without further litigation. On the condition the Defendants fully perform and fulfill the terms of the Consent Decree, Plaintiff agrees to discontinue this proceeding and release the Defendants and the District of the claims set forth in the referenced complaints.

In consideration of the mutual promises of each party to this Consent Decree, the sufficiency of which is hereby acknowledged, it is agreed and ORDERED:

Section 1: Jurisdiction

- (1) The parties agree that this Court has jurisdiction over the subject matter of this action and over the parties, that venue is proper, and that all administrative prerequisites have been met.
- (2) No party shall contest the jurisdiction of this Court to enforce this Consent Decree.

Section 2: Scope of the Consent Decree

- (3) The Consent Decree seeks to resolve the issues and claims raised in the Complaint, the Amended Complaint, and the proposed Second Amended Complaint. The Consent Decree shall remain in effect for the duration of the Plaintiff's employment with Crawford Central School District, unless revised or changed through the mutual agreement of the parties and approval of the Court.

Section 3: Injunctions

- (4) The named Defendants and their agents are enjoined during the term of this Consent Decree from violating Title VII and sections 1981 and 1983 of the Civil Rights Act of 1866 by discriminating against Plaintiff in terms of evaluation, promotion and compensation on the basis of her race and/or national origin.

- (5) The named defendants and their agents are enjoined from violating Title VII and sections 1981 and 1983 by retaliating against Plaintiff for asserting any rights under Title VII or participating in this case as Claimant, witness or in any other way.
- (6) The named Defendants and their agents are enjoined from engaging in discriminatory actions and practices respecting Plaintiff's efforts to obtain, employment and benefit as a long term substitute and full-time teacher.

Section 4: Terms and Conditions of Employment

- (7) Plaintiff agrees to undergo the APL Training Program, a type of developmental training which is a standard requirement of new teachers. It involves five days of training, the cost of which would be paid for by the School District.
- (8) Immediately upon execution of this Consent Decree, Plaintiff will begin a schedule of gainful employment with the School District consisting of 40 hours per week as a substitute teacher or as professional staff support personnel, or a combination thereof, until she is placed in a regular full time teaching position, no later than the commencement of the 2006/2007 school year, in September 2006.
- (9) When scheduled, Plaintiff agrees to participate in two months of teaching employment in the School District's After-School Program, for which she would be paid the standard rate, which is approximately \$20 per hour.
- (10) The School District retains its right to supervise and direct Mrs. Wagner consistent with its duties under the School Code.

Section 5: Attorney fees

- (11) The School District's insurer agrees to pay \$10,000.00 towards attorney's fees and costs on behalf of Mrs. Wagner.

Section 6: Access To Court For Relief

- (12) In the event of a claimed breach of the Consent Decree, the complaining party may return to the Court for appropriate relief and sue on the Consent Decree (and the

Second Amended Complaint which is incorporated herein by reference) and the Court will retain jurisdiction over this matter.

Crawford Central School District  
Crawford Central School Board  
Michael Dolecki Superintendent  
Charles Heller, III, Assistant Superintendent  
(Defendants)

Rowena Wagner  
(Plaintiff)  
\_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

SO ORDERED:

This \_\_\_\_\_ day of January 2006

\_\_\_\_\_  
Sean J. McLaughlin  
United States District Judge